

## **DECISION**

**Dispute Codes:** OPR

### **Introduction**

This hearing was conducted as a Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the “Act”), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession.

The landlord did not apply for a Monetary Order for the unpaid rent.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that, the landlord served the tenant with the Notice of Direct Request Proceeding in person on July 21, 2011.

Based on the written submission of the landlord, I find that the tenant has been served with the Direct Request Proceeding documents.

### **Issue(s) to be Decided**

The issues to be decided are whether the landlord is entitled to an Order of Possession for unpaid rent.

### **Background and Evidence**

The landlord submitted the following evidentiary material:

- A copy of the Proof of Service of the Notices of Direct Proceeding for the tenant;

- A copy of a residential tenancy agreement which was signed by the parties on August 26, 2010 indicating a monthly rent of \$750, reduced from \$900 in view of the tenant signing a one-year lease, and recording payment of a security deposit of \$400;
- A copy of two 10 day Notices to End Tenancy for unpaid rent, one served in person on July 5, 2011 and the other on June 7, 2011, the more recent setting an end of tenancy date of July 16, 2011.

Documentary evidence filed by the landlord indicates that the tenant had failed to pay the rent due on June 1, 2011 in the amount of \$750.00 and did so again on July 1, 2011.

The Notices state that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days from the date of service.

The landlord did not request or specify a monetary claim in this application.

## **Analysis**

I have reviewed all documentary evidence and accept that the tenant was served with Notice to End Tenancy as declared by the landlord.

I accept the evidence before me that the tenant failed to pay the rent owed in full within the five days granted under section 46(4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice which was June 27, 2011.

Therefore, I find that the landlord is entitled to an Order of Possession as requested.

## **Conclusion**

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenants. The Order may be filed in the Supreme Court and enforced as an Order of that Court.

The landlord remains at liberty to make application for any losses or damages as may be ascertained at the conclusion of the tenancy and the disposition of the security deposit remains to be dealt with in accordance with section 38 of the *Act*.

August 2, 2011.